

I hereby certify this to be a true copy of the original.

for Clerk of the Court



Clerk's stamp:

COURT FILE NUMBER:

1903-04121

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE *TRUSTEE ACT*, RSA
2000, C T-8, SECTIONS 43 and 46

APPLICANTS

WESTPOINT INVESTMENT TRUST BY ITS
TRUSTEES MUNIR VIRANI and MARNIE KIEL

RESPONDENTS

WESTPOINT CAPITAL CORPORATION,
WESTPOINT CAPITAL MANAGEMENT
CORPORATION, WESTPOINT CAPITAL
SERVICES CORPORATION, WESTPOINT
SYNDICATED MORTGAGE CORPORATION,
CANADIAN PROPERTY DIRECT CORPORATION,
WESTPOINT MASTER LIMITED PARTNERSHIP,
RIVER'S CROSSING LTD., 1897869 ALBERTA
LTD., 1780384 ALBERTA LTD., and 1897837
ALBERTA LTD.

DOCUMENT

ORDER (APPOINTMENT OF JUDICIAL TRUSTEE)

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

G. Brian Davison, Q.C.
DLA Piper (Canada) LLP
Barristers and Solicitors
2700, 10220 - 103rd Avenue NW
Edmonton, AB T5J 0K4
Phone: 403-294-3590
Fax: 403-296-4474
File No. 101531-00001

DATE ON WHICH ORDER WAS PRONOUNCED:

March 8, 2019

NAME OF JUDGE WHO MADE THIS ORDER:

Justice K.G. Nielsen

LOCATION OF HEARING:

Edmonton Law Courts

UPON the application of Westpoint Investment Trust ("**Trust**") by its trustees Munir Virani ("**Munir**") and Marnie Kiel ("**Marnie**") (Munir and Marnie being collectively referred to as the

"Trustees"); **AND UPON** having read the Application and the Affidavit of Munir Virani sworn on February 25, 2019 and filed February 26, 2019 (the "**Virani Affidavit**"); **AND UPON** noting the Books of Certified Copies of Title for Alberta and British Columbia, filed February 26, 2019; **AND UPON** hearing that Munir and Marnie have tendered their resignation as trustees of the Trust, conditional upon the appointment of a substitute trustee of the Trust; **AND UPON** reading the consent of BDO Canada Limited to act as judicial trustee of the Trust (in such capacity, the "**Judicial Trustee**"), filed; **AND UPON** hearing counsel for the Trust and counsel for other interested parties; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of this Application and all materials in support is hereby abridged to the time actually given and service thereof is deemed good and sufficient, and all further service thereof is hereby dispensed with.

APPOINTMENT

2. Pursuant to section 46 of the *Trustee Act*, RSA 2000, c T-8, BDO Canada Limited ("**BDO**") is hereby appointed Judicial Trustee, without security, of all of the assets, undertakings and properties of the Trust, including, without limitation, all of the assets in the possession or under the control of the Respondents, their counsel, agents and/or assignees but held on behalf of any other party, including, but not limited to, lenders under any syndicate mortgage, brokers, or borrowers, in each case whether or not such property is held in trust or is required to be held in trust, which, for greater certainty, includes any and all real property charges in favour of the Trust or the Respondents (the "**Real Property Charges**"), including, without limitation, any and all monetary and non-monetary entitlements in respect to the assets thereunder (collectively, the "**Property**"), for the period 12:01 a.m. on the date hereof until such date that the Judicial Trustee sells, conveys, transfers or leases such Property in accordance with the terms of this Order, or further Order of the Court.
3. The resignation of Munir and Marnie as Trustees of the Trust is hereby accepted and effective as of the date of this Order, and Munir and Marnie are replaced with the Judicial Trustee. Munir and Marnie shall:
 - I. execute and deliver such documents as the Judicial Trustee may require for the conveyance of the Property held in their name;

- II. provide for and facilitate the transition of the Trust activities and affairs to the Judicial Trustee;
 - III. account to the Judicial Trustee as required by the Judicial Trustee for all Property held by them; and
 - IV. resign from all representative or other positions held by them on behalf of the Trust, including as director or officer of any person of which the Trust owns any securities directly or indirectly.
4. The acceptance of the resignation of Munir and Marnie as trustees of the Trust does not constitute a passing of their accounts as trustees of the Trust nor does it constitute an approval of the activities of Munir and Marnie as trustees of the Trust.

JUDICIAL TRUSTEE'S POWERS

5. The Judicial Trustee is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Judicial Trustee is hereby expressly empowered and authorized to do any of the following where the Judicial Trustee considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Trust, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Trust;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Judicial Trustee's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Trust or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Trust and to exercise all remedies of the Trust in collecting such monies, including, without limitation, to enforce any security held by the Trust;
- (g) to settle, extend or compromise any indebtedness owing to or by the Trust;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Judicial Trustee's name or in the name and on behalf of the Trust, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Trust;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Trust, the Property or the Judicial Trustee, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Judicial Trustee to defend or settle the action in which this Order is made unless otherwise directed by this Court.
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Judicial Trustee in its discretion may deem appropriate.
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Judicial Trustee deems appropriate all matters relating to the Property and the Judicial Trusteeship, and to share information, subject to such terms as to confidentiality as the Judicial Trustee deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Judicial Trustee, in the name of the Trust;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Trust, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Trust;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Trust may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Judicial Trustee takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Trust, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE JUDICIAL TRUSTEE

6. (i) The Trust, (ii) all of its current and former trustees, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Judicial Trustee of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Judicial Trustee, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Judicial Trustee upon the Judicial Trustee's request.

7. All Persons shall forthwith advise the Judicial Trustee of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Trust, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Judicial Trustee or permit the Judicial Trustee to make, retain and take away copies thereof and grant to the Judicial Trustee unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Judicial Trustee due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

8. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Judicial Trustee for the purpose of allowing the Judicial Trustee to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Judicial Trustee in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Judicial Trustee. Further, for the purposes of this paragraph, all Persons shall provide the Judicial Trustee with all such assistance in gaining immediate access to the information in the Records as the Judicial Trustee may in its discretion require including providing the Judicial Trustee with instructions on the use of any computer or other system and providing the Judicial Trustee with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE JUDICIAL TRUSTEE

9. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Judicial Trustee except with the written consent of the Judicial Trustee or with leave of this Court.

NO PROCEEDINGS AGAINST THE TRUST OR THE PROPERTY

10. No Proceeding against or in respect of the Trust, Munir and Marnie (and any previous trustee of the Trust) in their capacities as trustee of the Trust, or the Property shall be commenced or continued except with the written consent of the Judicial Trustee or with leave of this Court and any and all Proceedings currently under way against or in respect of the Trust or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the Trust or an action, suit or proceeding that is taken in respect of the Trust by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

11. All rights and remedies (including, without limitation, set-off rights) against the Trust, Munir and Marnie (and any previous trustee of the Trust) in their capacities as trustee of the Trust, the Judicial Trustee, or affecting the Property, are hereby stayed and suspended except with the written consent of the Judicial Trustee or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Judicial Trustee or the Trust to carry on any business which the Trust is not lawfully entitled to carry on, (ii) exempt the Judicial Trustee, Munir, Marnie or the Trust from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.
12. Provided however, that nothing in paragraphs 10 and 11 of this Order shall prohibit a person who holds (or previously held) trust units of the Trust issued to such person in accordance with the Amended and Restated Declaration of Trust appended as Exhibit "B" to the Virani Affidavit ("**Investor**") from commencing or continuing any proceeding against Munir and Marnie (or former trustee of the Trust) for breach of their standard of care and duties owed to such Investor pursuant to the Amended Declaration of Trust.

NO INTERFERENCE WITH THE JUDICIAL TRUSTEE

13. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Trust, without written consent of the Judicial Trustee or leave of this Court.

CONTINUATION OF SERVICES

14. All Persons having oral or written agreements with the Trust or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Trust are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Judicial Trustee, and this Court directs that the Judicial Trustee shall be entitled to the continued use of the Trust's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Judicial Trustee in accordance with normal payment practices of the Trust or such other practices as may be agreed upon by the supplier or service provider and the Judicial Trustee, or as may be ordered by this Court.

JUDICIAL TRUSTEE TO HOLD FUNDS

15. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Judicial Trustee from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Judicial Trustee (the "**Post Judicial Trusteeship Accounts**") and the monies standing to the credit of such Post Judicial Trusteeship Accounts from time to time, net of any disbursements provided for herein, shall be held by the Judicial Trustee to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

16. Subject to employees' rights to terminate their employment, all employees of the Trust, if any, shall remain the employees of the Trust until such time as the Judicial Trustee, on the Trust's behalf, may terminate the employment of such employees. The Judicial Trustee shall

not be liable for any employee-related liabilities, other than such amounts as the Judicial Trustee may specifically agree in writing to pay.

17. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Judicial Trustee shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Judicial Trustee, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Trust, and shall return all other personal information to the Judicial Trustee, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. (a) Notwithstanding anything in any federal or provincial law, the Judicial Trustee is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Judicial Trustee's appointment; or
 - (ii) after the Judicial Trustee's appointment unless it is established that the condition arose or the damage occurred as a result of the Judicial Trustee's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Judicial Trustee from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Judicial Trustee to remedy any environmental condition or environmental damage affecting the Property, the Judicial Trustee is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Judicial Trustee, if the order is in effect when the Judicial Trustee is appointed, or during the period of the stay referred to in clause (ii) below, the Judicial Trustee:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Judicial Trustee, if the order is in effect when the Judicial Trustee is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Judicial Trustee to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Judicial Trustee had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE JUDICIAL TRUSTEE'S LIABILITY

19. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Judicial Trustee shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Judicial Trustee under any applicable law.

JUDICIAL TRUSTEE'S ACCOUNTS

20. The Judicial Trustee, counsel to the Judicial Trustee and DLA Piper (Canada) LLP, counsel to the Trust ("**DLA Piper**") shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Judicial Trustee, counsel to the Judicial Trustee and DLA Piper shall be entitled to and are hereby granted a charge (the

“**Judicial Trustee’s Charge**”) on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Judicial Trustee’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

21. The Judicial Trustee, its legal counsel and DLA Piper shall pass their accounts from time to time.
22. Prior to the passing of its accounts, the Judicial Trustee shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Judicial Trustee or its counsel, and DLA Piper and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

ALLOCATION

23. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Judicial Trustee’s Charge amongst the various assets comprising the Property.

GENERAL

24. The Judicial Trustee may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
25. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Judicial Trustee will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
26. Nothing in this Order shall prevent the Judicial Trustee from acting as a trustee in bankruptcy of the Trust or any Respondent.
27. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Judicial Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Judicial Trustee, as an officer of this Court, as may be

necessary or desirable to give effect to this Order or to assist the Judicial Trustee and its agents in carrying out the terms of this Order.

28. The Judicial Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Judicial Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
29. The Judicial Trustee, counsel to the Judicial Trustee and DLA Piper shall have their costs of this motion, up to and including entry and service of this Order, on a substantial indemnity basis to be paid by the Judicial Trustee under the Judicial Trustee's Charge.
30. Any Investor who wishes to make submissions in this matter shall file with BDO, a Notice of Intention to Appear in the form appended to this Order as **Schedule "A"**.
31. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Judicial Trustee and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

32. This Order is issued and shall be filed in Court of Queen's Bench Action No. 1903-04121.
33. The Judicial Trustee shall establish and maintain a website in respect of these proceedings at **www.extranets.bdo.ca** and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Judicial Trustee, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

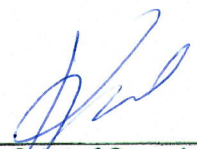
RETURN HEARING DATE

34. The next hearing date in this matter is April 10, 2019 at 2:00 p.m. or such other date as BDO may determine and post on its website before the honourable Justice K.G. Nielsen.

SERVICE OF THIS ORDER

35. The Applicant shall serve Canada Revenue Agency with a copy of this Order.

36. The Applicant is at liberty to serve this Order by forwarding a copy by prepaid ordinary mail, courier, personal delivery, facsimile transmission or e-mail to the Investors of the Trust, or their financial advisors, as reflected in the books and records of the Trust and to any creditors of the Trust at their respective addresses as last shown on the records of the Trust and that any such service or notice by courier, personal delivery, facsimile transmission or e-mail shall be deemed to be received on the next business day following the sending thereof, or if sent by ordinary mail, on the third business day after mailing.


Justice of the Court of Queen's Bench of Alberta

MARCH 13, 2019.

APPROVED AS TO THE FORM
OF ORDER GRANTED:

DLA PIPER (CANADA) LLP

Per: 

Susy M. Trace

Counsel for Westpoint Investment Trust
by its Trustee Munir Virani and Marnie Kiel

Miller Thompson LLP

Per: 

Terrance M. Warner

Counsel for BDO Canada Limited

Dentons Canada LLP

Per: 

Richard J. Cotter, Q.C.

Counsel for Star Prebuilt Homes

SCHEDULE "A"

NOTICE OF INTENTION TO APPEAR

COURT FILE NUMBER: **1903-04121**
COURT **COURT OF QUEEN'S BENCH OF ALBERTA**
JUDICIAL CENTRE **EDMONTON**

IN THE MATTER OF THE *TRUSTEE ACT*, RSA 2000, C T-8,
SECTIONS 43 and 46

APPLICANTS WESTPOINT INVESTMENT TRUST BY ITS TRUSTEES
MUNIR VIRANI and MARNIE KIEL

RESPONDENTS **WESTPOINT CAPITAL CORPORATION,
WESTPOINT CAPITAL MANAGEMENT
CORPORATION, WESTPOINT CAPITAL
SERVICES CORPORATION, WESTPOINT
SYNDICATED MORTGAGE CORPORATION,
CANADIAN PROPERTY DIRECT
CORPORATION, WESTPOINT MASTER
LIMITED PARTNERSHIP, RIVER'S CROSSING
LTD., 1897869 ALBERTA LTD., 1780384
ALBERTA LTD., AND 1897837 ALBERTA LTD.**

DOCUMENT **NOTICE OF INTENTION TO APPEAR OF**

[Name of Party / Law Firm]:

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

[Address of Party / Law Firm]:

Phone Number: _____

Fax Number: _____

Email Address: _____

File No. _____

_____, an interested party in the proceedings, hereby provides notice of its intention to appear and make submissions at the application scheduled to be heard on April 10, 2019 at 2:00 p.m. (the **"Comeback Hearing"**)

[_____ intends to rely on **[materials]** **[filed / to be filed on]** April 10, 2019, in the within proceedings at the Comeback Hearing.]

[NAME OF PARTY/ Law Firm]

Per:
[Solicitors for _____]